

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N/A		PAGE 1 OF 24 PAGES	
2. AMENDMENT/MODIFICATION NO. 0006		3. EFFECTIVE DATE 23 JUL 2004		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922		CODE		7. ADMINISTERED BY (If other than Item 6) SEE ITEM 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO. W9123P7-04-B-0008	
				×		9B. DATED (SEE ITEM 11) 28 JUN 2004	
						10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A	
						10B. DATED (SEE ITEM 13) N/A	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
OAKLAND HARBOR NAVIGATION IMPROVEMENT - 50 FOOT DEEPENING PROJECT INNER AND OUTER HARBOR DREDGING PHASE 3B AND 3C
ALAMEDA AND SAN FRANCISCO COUNTIES, CALIFORNIA

1 ENCL: 1) 01005 AND 02480.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

Supplementary Conditions

SECTION 01005

SUPPLEMENTARY CONDITIONS

1. CONSTRUCTION RIGHTS-OF-WAY.

The construction rights-of-way required to perform the work under this contract will be furnished without cost to the Contractor.

PERMITS.

2.1 Under Contract Clause PERMITS AND RESPONSIBILITIES, the Contractor is obligated to obtain and comply with all licenses and permits required by Federal, State, and local laws, codes, and regulations.

2.1.1 Sediments for disposal at the Montezuma Wetlands Project (MWP) shall meet the sediment acceptance criteria of the Montezuma Wetlands Project permits, which can be obtained from Mr. Jim Levine, phone number 510-409-1765. Materials delivery to the Middle Harbor Enhancement Area (MHEA) shall meet the Montezuma Wetland Cover (WC) materials criteria.

2.1.2 The Government has obtained dredging permits and sediment suitability determinations for dredging within the Oakland Inner and Outer Harbors. The disposal of these dredged sediments at the MWP Site and the MHEA is covered in the Waste Discharge Requirements Order (WDR) (# 00-110) from the San Francisco Regional Water Quality Control Board, which also covers Water Quality Certification (Permit #00-110), BCDC Phase I and II Consistency Determination, and USFWS Section 7 Consultation and NMFS EFH. See Appendix 18.

2.1.3 The Government has obtained dredging permits and sediment suitability determinations for dredging within the Oakland Inner and Outer Harbors and disposal of these sediments at a Certified Landfill Disposal site in accordance with the Waste Discharge Requirements (WDR) in the California Regional Water Quality Control Board; San Francisco Bay Region, Order No. 98-019. To obtain a copy of the Order, please contact the Port of Oakland, Attn: Mr. Jon Amdur, Telephone number 510-627-1582.

2.2 The Contractor shall obtain permits, other than those listed herein, required for the work under this contract. The Contractor shall obtain all permits other than those permits obtained by the Government, prior to the start of any dredging. Copies of all necessary permits shall be provided to the Contracting Officer, ten days prior to start of the dredging or the electrical work, as appropriate.

3. ORDER OF WORK.

3.1 General. With reference to Contract Clause "SCHEDULE FOR CONSTRUCTION CONTRACTS" and Special Clause "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK," the Contractor shall mobilize adequate labor, equipment, materials, and supplies and make a determined and continuous effort to complete the contract work within the time specified.

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3.2 Mobilization shall commence not later than five (5) calendar days after date of receipt of the Notice to Proceed (NTP). The electrical installation work and dredging shall commence not later than twenty (20) calendar days after the date of receipt of NTP. If the actual NTP date is past the anticipated NTP date of 24 August 2004, the difference in days will be added on, to extend the dredging completion dates of 31 January 2005 and 28 February 2005 respectively.

Dredging shall be completed in the Oakland Outer Harbor not later than ~~30~~ 31 January 2005.

~~The Contractor shall complete delivery to the Montezuma Wetlands Disposal Site (Bid items 0001AB and 0001AC) not later than 30 March 2005.~~

~~Dredging shall be completed in the Oakland Inner Harbor not later than 30 July 28 February 2005. The Berth 10 WNC material shall be delivered to the Certified Landfill Disposal site and the Berth 10 Rehandling Facility shall be cleaned up and repaired, as necessary, not later than 31 October 2005.~~

3.3 The Contracting Officer will fax the notice to proceed to the Contractor on the day of signature. The facsimile will be the official notice to proceed for the contract.

4. GENERAL SAFETY REQUIREMENTS.

The Contractor's attention is directed to the Corps of Engineers Manual, EM 385-1-1, "Safety and Health Requirements", which is included in the contract by reference in the Contract Clause "ACCIDENT PREVENTION." The Safety and Health Requirements will be strictly enforced under this contract. EM 385-1-1 and its changes are available online. The Contractor shall comply with the current edition and all changes posted on the web as of the effective date of this solicitation. Safety and occupational health requirements are covered in Section 01525.

5. NOT USED.

6. PUBLIC SAFETY.

Under the Contract Clause "PERMITS AND RESPONSIBILITIES", the Contractor shall provide temporary fencing, barricades, and/or guards as required to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered, and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and to avoid damage or injury to the public. Flagmen and guards, while on duty and assigned to give warning to the public that the project is under construction and of any dangerous conditions to be encountered as a result thereof, shall be equipped with red wearing apparel and a red flag. Signs, flags, lights, and other warning and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be negligent in furnishing adequate warning and protective measures, the Contracting Officer will direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. The installation of any general illumination shall not relieve the Contractor of his

Supplementary Conditions

responsibility for furnishing and maintaining all devices necessary to provide protection to all parties concerned.

7. PROJECT SIGN.

7.1 The construction site, dredge and survey boat shall each have a project sign mounted at a highly visible location at the site and on the dredge and the survey boat as approved by the Contracting Officer. The sign shall be constructed in accordance with Figure No. 1 included at the end of this section. If justified by the Contractor, the Contracting Officer may approve case-by-case an alternate sign, such as, a smaller sign for the survey boat. Signs shall be painted semi-gloss white and lettering shall be painted in semi-gloss black. The Government will furnish the castle decal. The sign shall be erected as soon as possible and within 5 days after NTP.

7.2 Other Identification. All floating plant, including survey vessels, shall carry signs, both port and starboard, identifying that they are working under Corps of Engineers contract. The signs shall have red block lettering, not less than six inches high with the wording "U.S. ARMY CORPS OF ENGINEERS CONTRACT NO. W912P7-04-C-_____". Sign background shall be white. Number and size of sign, lettering and other sign features shall be determined at the Pre-construction Conference.

8. BULLETIN BOARD.

8.1 General. The Contractor shall construct and erect a bulletin board which shall be accessible at all times and shall contain a copy of wage rates, equal opportunity notice and such other items required to be posted. The bulletin board shall be mounted at a highly visible location on the dredge(s), or erected at the location directed by the Contracting Officer. The bulletin board shall be erected as soon as possible and within 5 days after date of receipt of notice to proceed. The Bulletin Board may also contain the Section 01525 Safety Information.

8.2 Construction. The bulletin board shall be weatherproof, approximately 36 inches wide and 30 inches high, with hinged glass door. Bulletin board shall be painted or have approved factory finish.

8.3 Maintenance and Disposal. The Contractor shall maintain the bulletin board in good condition throughout the life of the contract. The bulletin board shall remain the property of the Contractor and upon completion the contract, shall be removed from the site.

9. HARD HAT SIGN.

The Contractor shall construct and erect a hard hat sign mounted at a highly visible location at the construction site and on each dredge. The hard hat sign shall be constructed in accordance with Figure 2 included at the end of this section. Supporting post or posts shall be sufficiently rigid to support the sign in an upright position under all anticipated conditions. Where necessary, posts shall be braced. The hard hat sign shall be erected as soon as possible and within 5 days after date of commencement of dredging.

10. PRE-CONSTRUCTION CONFERENCE.

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10.1 After award of contract, a pre-construction conference will be held at such time and location as determined by the Contracting Officer for purposes of discussing and developing mutual understanding between the Contracting Officer or his authorized representative and the Contractor's Representatives regarding the terms, conditions, and requirements of the contract. Members of the conference from the Government will include the quality assurance staff, the Contracting Officer or his authorized representative and construction staff. Members from the Contractor shall include the dredge master, chief hydrographic surveyor and the quality control staff.

10.2 The discussion will include, but will not be limited to, the following:

- 10.2.1 Contractor supervisory and quality control project staff.
- 10.2.2 Correspondence procedures.
- 10.2.3 Accident Prevention Plan.
- 10.2.4 Pollution Control Plan.
- 10.2.5 Quality Control and Hydrographic Surveying.
- 10.2.6 Project scheduling and payment procedures.
- 10.2.7 Resident Management System (RMS-QC).
- 10.2.8 Other subjects that may be of interest to the contracting parties.

11. PUBLIC UTILITIES AND PRIVATE IMPROVEMENTS.

11.1 General. The Contractor's attention is directed to the possible existence of pipelines or public utilities or private improvements shown or not shown on the drawings which may be buried within the limits of the work or adjacent thereto and the existence of several bridges. Care shall be taken to preserve and protect any such improvements from injury or damage during construction operations. Utilities or improvements, whether buried or not, which cannot be determined to exist through visual inspection by the Contractor, if inadvertently damaged by the Contractor's operations, shall be promptly repaired or replaced by the Contractor, and an equitable adjustment in the amount due under the contract will be made as provided in the contract. The Contractor shall assume full responsibility for reimbursing the owners for any damage to their properties, utilities, or improvements, or interference with their services caused through his operations. The Contractor is not relieved from the responsibility set forth in Contract Clause "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK," except as provided above.

12. LAYOUT OF WORK.

The Contractor shall lay out his work from Government-established monuments and gages as shown on the drawings and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at his own expense, all templates, platforms, equipment, markers and labor as may be required in laying out any part of the work from the gages established by the Government. The Contractor will be held responsible for the execution of the work to such lines, grades and gages as may be established or indicated by the Contracting Officer. It shall be the responsibility of the Contractor to maintain and preserve all monuments and other marks established by the Contracting Officer until authorized to remove them. It is incumbent upon the contractor

Supplementary Conditions

or their surveyor to check the accuracy of monuments as the Government does not guarantee their accuracy. If such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

13. SAFETY OF STRUCTURES.

The Contractor shall use reasonable and proper care in the prosecution of the work to assure the stability of piers and other structures lying on or adjacent to the site of work, insofar as they may be jeopardized by the dredging operations and on account of moving or mooring of equipment. The Contractor shall make good all damages resulting from the moving and mooring of his equipment and from dredging operations insofar as such damages may be caused by variations in locations and/or depth of dredging below that ordered by the Contracting Officer.

14. PAYMENT.

No separate payment will be made for the work covered under this section of the specifications, and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

* * *

SAFETY IS A TEAM EFFORT

Dredging

SECTION 02480

DREDGING

1. **WORK COVERED BY CONTRACT PRICES.** The contract price per cubic yard for dredging shall include the cost of removal, transportation, processing and delivery of material as specified herein or indicated on the drawings.

1.2. **MOBILIZATION AND DEMOBILIZATION.**

1.2.1 Mobilization shall consist of all work required in preparing the Contractor's dredging plant and equipment for shipment; moving plant, equipment, labor, materials, supplies and incidentals to the job site; making ready for dredging; and maintaining plant and equipment in working condition at the site during the dredging period.

1.2.2 Demobilization shall consist of all work required to prepare plant and equipment for return trip and to remove all plant, equipment, labor and unused supplies and incidentals from the job site at the completion of the contract work, including cleaning up any land based staging site used in the prosecution of the work.

1.3. **DREDGING**

1.3.1 The estimated total quantities for dredging, including standard and allowable over depth, are summarized by Reach in Table 02480-1. The abbreviation for Wetland Non Cover Materials is WNC and for Wetland Cover Materials is WC. The Inner Harbor Reaches 10, 11 and 12 as shown in Table 02480-1 are optional dredging Reaches and will be shown combined as one optional item in the bidding schedule.

Reach #	Included Cells	Standard Dredging	Over depth Dredging	Estimated Quantity (CY)
1	09A, 10, 11, 12, 13 and 14	<u>228,000</u> <u>208,000</u>	100,000	<u>308,000</u> 328,000
2	08, 09 and 16A	<u>362,000</u> 393,000	118,000	<u>480,000</u> 511,000
3	05, 06 and 07	<u>255,000</u> 282,000	74,000	<u>329,000</u> 356,000
4	03, 04 and 15A	<u>147,000</u> 162,000	46,000	<u>193,000</u> 208,000
5	01A and 02A	<u>137,000</u> 151,000	46,000	<u>183,000</u> 197,000
6	50, 51, 52 and 53	<u>171,000</u> 189,000	53,000	<u>224,000</u> 242,000
7	54, 55, 56, 57, 58 and 59	<u>440,000</u> 486,000	115,000	<u>555,000</u> 601,000
8	60, 61 and 6061W	<u>375,000</u> 414,000	89,000	<u>464,000</u> 503,000
9	62, 63 and 64	<u>395,000</u> 436,000	123,000	<u>518,000</u> 559,000
10	65, 66 and 67	<u>222,000</u> 245,000	92,000	<u>314,000</u> 337,000
11	85, 86, 87 and 88	<u>120,000</u> 132,000	55,000	<u>175,000</u> 187,000
12	68	<u>130,000</u> 143,000	47,000	<u>177,000</u> 190,000
Total	All Cells			<u>3,920,000</u> 4,219,000

Table 02480-1

1.3.2 The Contractor shall dredge WC material to -46 feet MLLW in the Cells shown on the plans with up to 1 foot of allowable over depth to ensure a channel depth of -46 feet is achieved. The side slopes shall be as shown in the plans with no allowance for over depth. The Contractor shall not dredge where there is no material above the -46 foot

Dredging

template in the pre-dredge survey, i.e., there is no allowable over depth dredging where there is no pre-dredge material above the -46 foot template.

1.3.3 The Contractor shall deliver up to a maximum of ~~1,103,000~~1,320,000 CY ~~estimated quantity of dredged material, shown in Bid Items 0001AB and 0001AC of dredged material~~ to the Montezuma Wetlands Project (MWP) disposal site. ~~This will consist of an estimated 71,000 CY of WNC material from Cells 15A and 16A and up to a maximum of 1,032,000 CY WC material from the Outer and/or Inner Harbor.~~

1.3.3.1 Except for the WNC material, the Contractor ~~in conjunction with shall~~Montezuma shall select the source of the material to be delivered to the MWP disposal site and shall provide proof of delivery as described in paragraph 5.5.1.1.2.

1.3.3.2 The Contractor shall dredge WNC material in cell 15A and 16A, with an environmental bucket to - 25 feet MLLW, with 1 ft allowable over depth. The slopes shall be 3 horizontal to 1 vertical and shall be dredged as a stepped slope until reaching daylight at the north ends of Cells 15A and 16A. The estimated quantity of WNC material is given in Table 02480-2.

Cells with WNC	Estimated WNC Quantity
15A	9,000 CY
16A	62,000 CY
Total WNC	71,000 CY

Table 02480-2

1.3.3.2.1 The Contractor shall dredge the north side (green toe) of Cells 03 and 04 ~~to uncover the WNC material in Cell 15A~~ and the north side (green toe) of Cells 08 and 09 to uncover the WNC material in Cell 16A. The Contractor shall account for the WNC material delivered to the MWP disposal site as part of the proof of delivery described in paragraph 5.5.1.1.2.

~~1.3.3.2.2 If the option to dispose of WNC material at a Certified Landfill is exercised, the Contractor shall, when directed by the Contracting Officer, dispose of up to 20,000 CY of WNC material at the Berth 10 Rehandling Facility when all allowable downtime as shown in Paragraph 6.3.3.1 is exhausted. The Contractor shall account for the material delivered to Berth 10 as part of the proof of delivery described in paragraph 5.5.1.1.2. Material delivered to Berth 10 shall be deducted from the minimum to be delivered to the MWP disposal site, i.e., if 20,000 CY WNC is delivered to Berth 10 then only 1,086,087 CY will have to be delivered to the MWP. After the decant water has drained from the dredged material, the material shall be disposed of at a Certified Landfill.~~

1.3.4 The Contractor shall deliver the rest of the WC material (an estimated ~~2,088,000~~1,934,000 CY of WC from the Outer and Inner Harbors) to the Middle Harbor Enhancement Area (MHEA). The Contractor shall not dispose of any WNC material in the MHEA.

1.3.5 If the option for Reaches 10, 11 and 12 is exercised, the Contractor shall deliver all of the material (an estimated ~~712,000~~666,000 CY of WC) to the MHEA. The Contractor shall not dispose of any WNC material in the MHEA.

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1.3.6 The Contractor shall deliver debris to a Certified Land Disposal site. The Contractor's unit price shall include, but not be limited to, separation, transportation and delivery fees for the debris. The estimated quantity of debris is 40 tons.

2. VARIATION OF QUANTITIES

2.1 Equitable adjustments for variations in estimated quantities will be based on EFARS 52.211-5001 VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS and EFARS 52.2900-4021 VARIATIONS IN ESTIMATED QUANTITIES – DREDGING AND FAR 52.211-18 VARIATION IN ESTIMATED QUANTITY. The total estimated quantity in Table 02480-1, adjusted for allowable over depth material remaining and for optional material, unless the option is exercised, will be used in determining adjustments, if any, under the terms of Special Clause EFARS 52.211-5001 Variations in estimated quantities – subdivided items.

2.2 The Contractor may propose an adjustment to the unit price, under the variations clause and when the actual quantity of material within the required dredging prism is less than 85% of the estimated quantities. This applies to three individual items: Item 0001AB-A, Item 0001AC-A, Item 0001AD-A and Item 0003AA-A, if the option is exercised. It also applies to the sum of Items 0001AC-A and 0001AD-A since the source material is commingled

3. SUBMITTALS. As prescribed in Section 01305 SUBMITTAL PROCEDURES, Government approval is required for submittals with a “G” designation. All submittals not designated with the letter (G) do not require Government approval and will be for information only.

3.1 The Contractor shall submit the following items at least ten (10) days prior to the start of dredging.

- Dredging Plant and Equipment (Para 5.1.5) – G
- Dredging Plan (Para 5.5.1) – G.
- Coast Guard Notification (Para 5.6.1)
- Debris Plan (Para 5.7.1) – G.
- DDLS (Para 7.2) – G.

3.2 The Contractor shall submit the following items weekly.

- Dredging Plan Updates (Para 5.5.1) – G.
- Dredge Material Disposal Site Log (Para 7.4)

3.3 The Contractor shall submit the following items, as required.

- Proof of Delivery Method – Montezuma (Para 5.5.1.1.2) – G
- Survey Plan for Outside of the Project Limits (Para 5.9)
- Testing Lab Qualifications and Recommended Procedures (Para 6.2.2.1) – G

Dredging

3.4 The Contractor shall submit the following items with other required submissions, when appropriate.

Items to be submitted with the daily CQC Report:

- Dredged Sediment Report (Para 7.1)
- DDLs Reports/Data (Paras 7.2.1 and 7.2.2)
- Landfill Testing Reports (Para 6.2.2.3)

4. SITE CONDITIONS.

4.1 Character of Materials

4.1.1 Materials to be dredged are; recently shoaled material consisting of soft to very soft silty clay and loose sands, and unclassified new work material consisting of Young Bay Mud (YBM), Old Bay Mud (OBM) and San Antonio Formation (SAF). Additional information can be found in Appendix 19.

4.1.2 Wetland Cover (WC) material is considered to be suitable for unconfined aquatic fill. Wetland Non-Cover (WNC) material is considered to be unsuitable for unconfined aquatic fill.

4.2 In accordance with Contract Clause "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (FAR 52.236-0003)" the Contractor is expected to examine the site of the work. The records of previous dredging are available at the office of the District Commander, U. S. Army Corps of Engineers, 333 Market Street, San Francisco, California 94105.

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5. DREDGING.

5.1 Equipment. The Contractor's plant and equipment to be used in performing the work shall be of sufficient size and efficiency to meet the job requirements.

5.1.1 Dredging shall be performed by electric clamshell dredge(s) and/or electric hydraulic dredge(s). Booster pumps for the hydraulic dredge, if used, shall be electrically powered. The Dredging Contractor shall arrange with the power source owner/provider which equipment is needed to connect to the power sources and for the utility connection and consumption fees. All utility related fees shall be borne by the Contractor. The Dredging Contractor is responsible for all work necessary to connect, maintain and after the dredging work is completed removal of the connection equipment and bringing the power source to an as was condition before the connection was made.
Available Dredge Power sources at the Port of Oakland are:

<u>Power Location</u>	<u>Power Source Owner</u>	<u>Voltage</u>
<u>Berth 59</u>	<u>Port of Oakland</u>	<u>12.47 kV</u>
<u>Berth 26</u>	<u>Port of Oakland</u>	<u>12.47 kV</u>
<u>Pier 7</u>	<u>PG&E</u>	<u>12.47 kV</u>
<u>Berth 38</u>	<u>Port of Oakland</u>	<u>4.16kV</u>
<u>Alameda</u>	<u>Alameda Power and Telecom</u>	<u>12.47kV</u>

5.1.2 Other equipment, such as, tugboats and survey vessels, may be diesel powered.

5.1.3 The Contractor shall coordinate with the contractor for the Montezuma Wetlands Project (MWP) disposal site – the Montezuma operator – to ensure that the type of barge or scow used for dredge material transport is compatible with the off-loader. Point of contact for information is Montezuma LLC, Managing Partner, Mr. Jim Levine, 510-596-9501.

5.1.4 Clamshell dredging of the WNC material shall be performed using an approved environmental bucket.

5.1.5 The Contractor shall submit a description of the dredging plant(s) and equipment to be used on this job, including the environmental bucket, for approval by the Contracting Officer or a properly designated Contracting Officer's Representative (COR) at least 10 days prior to the start of dredging.

5.2 Performance Period. The performance period – the start of mobilization, dredging and the electrical installation work and the completion of the dredging and clean up – is specified in paragraph 3 of Section 01005. The Contractor shall commence dredging and electrical installation work 20 days after NTP.

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5.2.1 The Contractor shall dredge and transport sediments from the Outer Harbor, Reaches 1 through 5, to the MWP disposal site and the MHEA ~~or to Berth 10~~, if directed. The dredging work for the Outer harbor shall be completed by ~~January 30~~, January 31, 2005.

5.2.2 The Contractor shall dredge and transport sediments from the Inner Harbor, Reaches 6 through 9, to the MWP disposal site and/or the MHEA. All dredging work for the Inner Harbor shall be completed ~~by June 30~~ February 28, 2005.

5.2.3 If the option is exercised, the Contractor shall dredge and transport sediments from the Inner Harbor, Reaches 10 through 12, to the MWP disposal site and/or the MHEA. All dredging work for the Inner Harbor shall be completed by ~~June 30~~ February 28, 2005.

No additional time will be granted if the contractor receives option notification 90 days prior to, 28 February 2005. If the option is exercised later, the Government will refer to the contractors dredging plan schedule to determine if additional days are warranted.

5.3 Electric Power. The Contractor shall use commercial electricity to power the dredge(s) and booster pump(s).

5.3.1 The Contractor shall arrange for electrical service from the power company, furnish and install the meter housing, ~~construct the~~ meters, connections, cables and any other facilities required to bring the power to the dredge(s) and pump(s). These costs and the cost of the power consumption for dredging and other work shall be borne by the Contractor, in accordance with Special Clause 52.0236-4584 CONTRACTOR-PROVIDED UTILITIES.

5.3.2 The Electrical Installation Work will provide a substation capable of supplying power from Oakland to electric dredges and booster pumps working in the Outer Harbor. The Contractor may use this facility as soon as construction is complete with the Contracting Officer's approval.

At the Inner Harbor the Power will be provided by the substation at Berth 59, ~~the work to be performed at the Berth 59 Substation is covered in the Electrical work sections.~~

If the new and other existing electrical installations ~~are is~~ used by the Contractor, when the dredging is completed, the Contractor shall repair or replace any equipment or facilities damaged during dredging operations and shall restore the facilities to conditions acceptable to the Contracting Officer, in accordance with Special Clause 52.236-7 PERMITS AND RESPONSIBILITIES.

5.3.3 Pipelines and Cables. The Contractor shall obtain permits and approvals for constructing or installing pipelines and cables and shall bear all of the risk and costs for maintenance and protection of pipelines and cables. The Contractor shall keep pipelines and cables in good condition at all times, and any leaks or breaks along their length shall be promptly and properly repaired. Contractor shall include all costs of pipelines and cables in the unit prices for dredging. There will be no additional compensation for pipelines and cables.

5.3.4 Floating and land-based pipelines and cables shall be visible for public safety by

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marking the pipeline/cable by installing warning signs or buoys and will be illuminated at night by a series of lights along the entire alignment of the pipeline/cable. Lights shall be spaced not greater than 100 feet apart, or as approved by the Contracting Officer.

5.3.52 The channels to be dredged are near major ship lanes serving the Port of Oakland and these ship lanes cannot, under any circumstances, be blocked by floating dredge discharge pipes or electric cables. All pipelines/cables, which would cross, block or impede navigation, or create a hazard, shall be trenched and installed in the channel bottom below the currently maintained depth. All power cables and sediment pipelines shall be deployed in such manner that they will rest on the channel bottom during dredging and non-dredging periods for the entire project duration. Submerged pipelines/cables located within navigation limits shall not extend above posted navigation depths. All pipelines and cables shall be kept out of all the active berth areas at the Port of Oakland, and other active work areas (e.g., in the area of the containment structure at the MHEA)

5.3.52.1 Anchoring Discharge Lines. The Contractor shall anchor all discharge lines in a manner that will prevent damage to maritime vessels. The Contractor shall include an "anchoring plan" in the Dredging Plan.

5.3.52.2 After the review and finalization of the Dredging Plan, the Contractor shall perform a pre-dredge hydrographic survey of the pipe alignment. The following survey procedures shall apply:

- a. Cross-sections shall proceed along centerline at 100' (30.5 m) intervals and extend 100' (30.5 m) each side of the pipe centerline;
- b. Cross-sections and soundings shall be plotted at 1"=100' (30.5 m). Thereafter, surveys shall be performed once each month for the life of the contract and shall be submitted with the daily CQC Report within 2 days of performing the survey. If any survey reflects mounding caused by leakage from the discharge line, the Contractor shall immediately remove the mound materials and dispose of them at the disposal site. If the Contractor elects to place the discharge line within the project dredging limits, both top of anchors and top of discharge line shall be below project standard depth. If alignment of the discharge line is outside the project dredge limits, the Contractor shall visually mark pipe and anchors as required for safety of all users of the area.

5.3.63 The Contractor shall control the tension in the cables or pipelines to prevent them from floating to the surface and hindering marine traffic or terminal operations. The Contractor shall provide an additional safety inspector for the duration of the dredging process to monitor all power cables for the clamshell dredge, as well as all power cables and sediment pipelines used for the hydraulic dredge, if used.

5.4 Coordination. The Contractor shall coordinate his/her activities in such a way as to not interfere with other activities in the Port of Oakland.

5.4.1 There will be a contractor constructing the MHEA containment structure and other contractors disposing of dredged material in the Middle Harbor, including but not

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limited to, the Port of Oakland berth deepening projects and the Government's Inner Harbor Turning Basin dredging. The Contractor shall coordinate with all other contractors to ensure smooth operating conditions for all MHEA users in accordance with Special Clause 52.236-8 OTHER CONTRACTS.

5.4.2 The Contractor shall schedule dredging operations so as to avoid any interference with marine traffic or terminal operations.

5.4.3 Inherent Delays. The Contractor shall anticipate inherent delays for dredging around obstructions, including but not limited to, cables and moored vessels, and for accommodating marine traffic. Such delays will not be the basis for a contract extension or for an increase in the unit prices for dredged material.

5.4.4 Existing and New Construction. The Contractor shall avoid damage to improvements made under this Contract or any other improvement existing at or near the Port of Oakland. The Contractor shall conduct dredging and fill operations in such a manner to prevent undermining or endangerment of any existing or new structures, including any structures under construction at the time of the contract users in accordance with Special Clause 52.236-9.

5.5 Dredging. The dredging comprises removal of sediments at the Inner and Outer Harbors at the Port of Oakland.

5.5.1 Dredging Plan. Prior to any dredging work, the Contractor shall submit a Dredging Plan for review and comment. This Dredging Plan shall be coordinated with the Project Schedule of Section 01320, the MHEA Fill Plan of Section 02315 and shall include a time schedule showing the anticipated start and end of dredging of all the cells or reaches and the hydrographic surveying activities. Dredging shall not commence until the Dredging Plan has been approved by the Contracting Officer. The Contractor shall update the data on a weekly basis and shall submit a copy of the updated Dredging Plan to the Contracting Officer for approval.

5.5.1.1 The plan shall show barge anchoring locations, instrumentation used, coordinates and land elevations of all control points for electronic positioning system and MLLW determination, estimated daily dredge advances, quality control survey procedures, anticipated problem areas of project involving poor access due to boat traffic congestion or boat docking, and procedures to assure that dredging will proceed within the contract template and be performed in the most economical manner.

5.5.1.1.1 The Contractor, in conjunction with the Montezuma operator and as part of the Contractor's development of the Dredging Plan, shall determine the source areas of WC material to be delivered to the MWP, the production weeks and production days within the weeks and the sequence of the dredging and delivery of WC and WNC material to the MWP that takes into account, as a minimum, the WNC settling and covering requirements. ~~these materials.~~

5.5.1.1.2 The Contractor shall provide "proof of delivery" for all material delivered to the MWP disposal site. Proof of delivery could be demonstrated by performing a QC survey prior to the start of dredging for each type of material to establish the in-place quantities, tracking all sediment removed to its designated location using DDLS and

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performing a QC survey after the minimum quantities have been delivered to calculate the quantity removed. The Contractor shall propose a “proof of delivery” method for Contracting Officer approval prior to start of dredging any material to be delivered to the MWP. The proof of delivery method shall account for possible suspension of deliveries to the MWP and for possible diversion of WNC material to a Certified Landfill. To maintain dredging progress sufficient to meet the deadlines in paragraph 5.2, a suspension of deliveries to the MWP may require delivering material to the MHEA during the suspension. The proof of delivery method must keep meticulous track of material to be delivered to the MWP. The Contractor can obtain the current and projected Montezuma storage cell capacities from Mr. Jim Levine.

5.5.1.1.3 Once the Contracting Officer approves the Dredging Plan, the designation of production days, which are days projected to have deliveries of dredged material to Montezuma, becomes part of this contract. The Contractor shall coordinate changes to the Dredging Plan that affect deliveries to Montezuma with the Montezuma operator and, if such changes are proposed, shall certify this coordination with the weekly updates of the Dredging Plan.

5.5.1.2 The Contractor shall also take into account the MHEA fill requirements covered by Section 02315 and the on-going construction and fill activity in the MHEA when developing the Dredging Plan.

5.5.1.3 The Contractor shall submit the Dredging Plan, and updates, as a CAD drawing in print and in electronic (dwg and pdf) form on a CD-ROM. The drawing shall contain project channel data and show the areas dredged, over time, and the areas to be dredged in the next week.

5.5.2 The Contractor’s Dredging Plan shall demonstrate that dredging resources are being employed to expeditiously lower the channel depth to -46 feet from the entrance to the Outer Harbor until the end of the Outer Harbor by 30 31 January 2005 and then from the entrance to the Inner Harbor to the end of the Inner Harbor by 30 June- 28 February 2005. The Inner Harbor dredging schedule shall include the option item 0003AA as shown in the pricing schedule.

5.5.3 The Contractor shall request, in writing, the Contracting Officer’s approval to begin dredging in a Reach. Except for the first request to begin, the Contractor’s request to begin dredging shall include a copy the request for Reach Acceptance Survey that was submitted when the dredge to be used completed its last Reach. The Contractor shall not dredge in a Reach without written approval of the Contracting Officer.

5.6 Coast Guard Notification.

5.6.1 The Contractor shall utilize the Dredging and MHEA Fill Plans to forecast the activities in the channels and shall notify the United States Coast Guard Marine Safety Office in writing with a copy to the Contracting Officer.

5.6.2 During a weekend or other prolonged breaks of dredging activity the submerged power cables and sediment pipelines shall be secured and properly marked and the Coast Guard shall be notified of the non operation duration.

5.6.3 The Contractor shall notify the U.S. Coast Guard (S.F. Bay Traffic) via radio

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(Channel 14) five minutes prior to departure from the dredge site and immediately prior to arrival at the MHEA or Montezuma ~~or Berth 10~~ disposal sites.

5.7 Debris. Debris, including but not limited to man-made objects, timber, chains, anchors, flotsam, miscellaneous metal objects, tires, cables, plastics, lumber, abandoned utilities, pilings, tree branches and other foreign material removed during dredging shall not be disposed of in the Government-furnished disposal and fill areas. The Contractor shall remove any errantly placed debris found in the Government-furnished disposal and fill areas at no expense to the Government.

5.7.1 Debris Plan. The Contractor, at the dredge site, shall pass the dredged material through a grid with openings of not more than 10 inches in any dimension to prevent debris larger than 10 inches in diameter to enter the scow. The Contractor may propose another method, such as slurrying, that will similarly break up the dredged material. The Contractor shall submit his grid plan or an alternate plan for breaking up the material, including but not limited to procedures and equipment used to generate the slurry, testing procedures and test reporting procedures at least ten (10) days prior to dredging.

5.7.2 Debris Delays. The Contractor shall anticipate delays that may occur for removal and disposal of debris. The time to remove debris will not be the basis for a contract time extension.

5.7.3 Debris Separation. The Contractor shall remove all debris encountered within the dredging prism and placed it in a separate scow or other conveyance and shall disposed of all debris as specified in subparagraph 5.7.4.

5.7.4 Disposal of Debris. The Contractor shall transport all debris by truck or other conveyance off Government or Port property and shall dispose of the debris in a land disposal site in accordance with local, State and Federal laws and regulations.

5.7.4.1 The Contractor shall obtain all necessary permits and approvals required for disposal of debris.

5.7.4.2 To measure the amount of debris removed, the Contractor shall obtain certified weight certificates furnished by a public weigh master for each truck/container of debris. The Contractor shall attach the weight certificates to all payment requests that include debris.

5.8 Overflow, Spillage and Leakage.

5.8.1 Overflow from Barges and Scows. No overflow of dredged material or water will be allowed from the receiving barges or dump scows during dredging operations.

5.8.2 Spillage and Leakage. Dredged material and water shall not be permitted to spill over or leak out of barges or dump scows while in transit to the disposal site. Barges or dump scows which exhibit an average loss in vessel draft in excess of one (1) foot between the loaded barge draft recorded at the dredging site and the predisposal draft recorded at the disposal or fill site shall be taken out of service until repaired. The Contractor shall report the average loss in vessel draft in the daily CQC Report.

5.8.3 Misplaced Material. Any dredged material that escapes, sloughs, or is lost at any time while dredging, loading, transporting, or which is deposited in an area other than

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that designated on the Plans shall be redredged or retrieved, and material shall be deposited where directed by the Contracting Officer, at the Contractor's expense.

5.8.4 The Contractor's Spill Response Plan shall include monitoring of overflow, spillage and leakage.

5.9 Survey of Barge Filling Areas Located Outside of the Project Limit. If a receiving barge or dump scow is located outside of the dredging limits during dredging operations, the Contractor shall submit a plan for surveying this area. Using this survey, the Contractor shall ensure that no dredged material is spilled outside the designated dredging areas.

5.9.1 The Contractor shall provide, as attachments to the daily CQC Report, cross-sectional plots of the area where the barge/scow is loaded. The plots shall show the bottom depth before and after the barge/scow is loaded with the before and after lines clearly labeled.

5.9.2 The Contractor shall remove all material spilled outside the project limits at no cost to the Government.

5.10 Shoaling Prior to Acceptance. The Contractor shall remove shoaling that occurs within the project limits prior to acceptance of a Reach. No additional payments will be made for dredging and disposal of this shoaled material.

5.11 Shoaling After Acceptance. The Government may direct the Contractor to remove shoaling that occurs within the project limits after acceptance of a Reach and prior to the completion of the contract. The Contractor shall remove the shoaled material at the contract unit price for dredging, within the limit of available funds, if agreeable to both the Contractor and the Contracting Officer. The quantity of shoaling to be paid for will be measured by the cubic yard by computing the volume between the surfaces shown by Government survey taken after shoaling and the final Government survey made after the shoaled material has been removed.

6. DISPOSAL OF DREDGED MATERIAL

6.1 Middle Harbor Enhancement Area (MHEA) Fill. The placement of dredged materials in the MHEA is described in Section 02315.

~~6.2 — Certified Landfill Disposal. The Contractor shall select the landfill(s), provide a copy of the landfill certification(s) to the Contracting Officer and bear all costs associated with the landfill(s). The Contractor may need more than one landfill site to accommodate the various classes of dredged materials and debris.~~

~~6.2.1 — Landfill Disposal of WNC Material — Dewatering. The Contractor shall process the WNC material through the Berth 10 Rehandling Facility for dewatering.~~

~~6.2.1.1 Rehandling Facility Requirements. The Contractor shall adhere to the following requirements for disposal of dredge material at the Berth 10 Rehandling Facility:~~

- ~~a. The Berth 10 Rehandling Facility is owned by the Port of Oakland. The Contractor shall maintain and operate the facility during the life of the project. The Contractor shall clean up and repair any damage caused to the facility.~~

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- ~~b. The Contractor shall not overload the deck. A report titled "Structural Analysis of Berth 10 at Port of Oakland, Berth 10, Oakland, CA" dated July 2001 is available from the U. S. Army Corps of Engineers, San Francisco District. The Contractor shall review the report and shall be accountable for the loads placed on the deck. Some areas on the underside of the deck may have spalled. The Contractor shall patch or place a steel plate on the deck prior to use, as necessary and as agreed by the Contracting Officer.~~
- ~~c. Dredged material shall be transported by sealed bottom dump barges and placed inside the Berth 10 Rehandling Facility using mechanical dredging equipment only.~~
- ~~d. No water or dredged material shall be permitted to leak or spill from barges during transit to the Berth 10 Rehandling Facility. There shall be no spillage or leakage during unloading of the scows at the Berth 10 Rehandling Facility.~~
- ~~e. The maximum tow speed shall be 5 knots over the bottom for loaded barges or as approved by the Contracting Officer.~~
- ~~f. The Contractor shall employ trained workers and shall use appropriate Personal Protective Equipment (PPE) at the Rehandling Facility.~~
- ~~g. The Contractor shall water all active construction areas and exposed stockpiles at least twice daily and whenever required to control dust.~~
- ~~h. The Contractor shall suspend excavation and grading activities when winds (instantaneous gusts) exceed 25 mph.~~
- ~~i. The Contractor shall sweep daily (with water sweepers) all paved access roads, parking, and staging areas at the Rehandling Facility to prevent material from being carried onto adjacent Port property and public streets.~~

~~6.2.1.2 Self-Monitoring Program for Dredged Material Placed at the Berth 10 Rehandling Facility. The Contractor shall make observations at least twice per week and document the following:~~

- ~~a. Floating and suspended materials of waste origin.~~
- ~~b. Discoloration and turbidity.~~
- ~~c. Odor and source of odor including affected distance from source.~~
- ~~d. Evidence of liquid leaving or entering the containment area including a mapped depiction of affected area if discharge is observed.~~
- ~~e. Evidence of erosion of stabilizing berms.~~
- ~~f. Evidence of compromised containment.~~

~~The Contractor shall provide a comprehensive monthly report detailing all observations and any corrective actions, if warranted.~~

~~6.2.2 Landfill Disposal of WNC Material—Evaluation. The Contractor shall comply with Findings and Order Items in the RWQCB Order No. 98-019. Specifically, the Contractor shall coordinate with the Contracting Officer on the following compliance items:~~

- ~~a. Finding No. 5—Review by Dredged Material Management Office (DMMO)~~
- ~~b. Finding No. 7—Notification and Monitoring Program to the Executive Officer~~
- ~~c. Finding No. 8—Monitoring Reports~~
- ~~d. Order Item A. Prohibitions~~

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- ~~e. Order Item B. Discharge Specifications~~
- ~~f. Order Item C. Effluent Limitations~~
- ~~g. Order Item D. Receiving Water Limitations~~
- ~~h. Order Item E. Provisions~~

~~6.2.2.1 To make a final disposal site determination for the material at Berth 10, the Contractor shall procure the services of an independent Certified Testing Lab to test the material. The Contractor shall submit the Testing Lab's qualifications for the Contracting Officer's approval along with the Testing Labs recommended procedures for insuring the material complies with RWQCB Order No. 98-019 and with all applicable laws, regulations and permits. The Contractor shall ensure that the approved testing procedures are followed and shall submit the Testing Lab Reports as attachments to the daily CQC Report.~~

~~6.2.2.2 Sediment Contaminant Characterization. Representative sediment composites shall be created from dredged material offloaded to Berth 10 to determine disposal suitability prior to transferring the dewatered material. The Contractor shall accomplish this by collecting a single sediment sample from each barge offloaded. Samples will be stored at 4°C and each time the rehandling facility reaches capacity, barge samples will be composited to form single representative sample to be submitted to a certified laboratory for analysis. The list of bulk sediment analytes necessary for attaining a suitability determination is as follows:~~

- ~~a. Metals: (As, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Zn)~~
- ~~b. PAHs~~
- ~~c. Pesticides & PCBs~~
- ~~d. Organotins~~
- ~~e. Grain Size~~
- ~~f. TOC~~
- ~~g. Sediment samples will also be extracted and analyzed for Title 22 metals following STLC procedures.~~
- ~~h. Total and dissolved sulfides~~

~~6.2.2.3 Analytical Procedures. All analytical procedures shall follow U.S. EPA guidelines or guidance otherwise provided in the Inland Testing Manual or the Regional Board's Beneficial Reuse Guidelines. Following each analysis, the contractor will provide a brief report as an attachment to the daily CQC Report.~~

~~6.2.3 Landfill Delivery Operations. The Contractor shall comply with all applicable laws, regulations, permits and landfill requirements when transporting and delivering the dredged material to the landfill.~~

- ~~a. The Contractor shall wash off the tires and tracks of all trucks and equipment leaving the Berth 10 Rehandling Facility and shall schedule the transportation of material during low traffic periods, to the extent possible.~~
- ~~b. The Contractor shall cover all trucks hauling dried dredged material, regardless of loading freeboard on the trucks.~~

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~~6.2.4 The Contractor shall prepare a Landfill Disposal Plan covering placement, processing, testing and landfill disposal, which demonstrates that the total quantity of WNC material to be disposed of at the Certified Landfill site can be processed through Berth 10 and be delivered to the landfill prior to the contract completion date. The Landfill Disposal Plan shall be included in the Dredging Plan and the Project Schedule.~~

~~6.2.5 The price under the option item Certified Landfill disposal of WNC material shall include, but not be limited to, dredging the material with an environmental bucket, transportation to and offloading at the Berth 10 Rehandling Facility testing the material submittal of analysis reports.~~

~~6.2.6 The price under the option item 0003 AC shall include, but not limited to, Loading, transport and disposal of WNC material from Berth 10, including disposal fee(s) at approved landfill(s).~~

~~Contractor's installment bills shall be supported by; certified weight certificates furnished by a public weigh master or landfill(s).~~

~~6.2.3~~ Montezuma Wetlands Disposal Site. Dredged material shall be transported and delivered by barge or dump scow to Montezuma for offloading and disposal as indicated on the drawings and as described herein. Offloading and disposal of the dredged material will be the responsibility of the Montezuma operator. The Contractor shall coordinate and communicate with the Montezuma operator during the offloading of the dredge material.

~~6.32.1.~~ The Contractor shall deliver 4000-CY of dredged material to Montezuma every production day. The Government will deduct from the Contractor's earnings in the amount of \$5000 for each production day without a 4000-CY delivery of dredged materials.

~~6.32.1.1 Deduction Waiver Waivered earnings withholding. If the quantity of material delivered for the 4-week period preceding a non-delivery day is at least 5,500CY per production day, the Government will not assess a deduction.~~

~~In the event that the contractor meets or exceeds an average daily quantity of 5,500 CY within a period of 4 consecutive production weeks, the Payment withholding for quantities less than 4000 CY will be waived.~~

~~6.32.1.2~~ Downtime is an operational interruption of a production day longer than 12 consecutive hours. The Contractor is allowed three 24-hour downtime-days per month. Unused downtime-days do not carry forward to the next month.

~~6.32.1.3 2~~ The Contractor is allowed an additional seven 24-hour downtime-days for the duration of the contract. These contract-duration downtime-days shall be used after the monthly allocation (6.3.1.2) has been expended, can be used anytime during the contract and can be used singly or together or with the monthly allocation of downtime-days.

~~6.32.1.3~~ The Contractor shall report downtime-days on the daily CQC Report. The Contractor is not required to make a 4000-CY scow delivery on downtime-days. There

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will be no compensation for unused downtime-days.

6.32.2 The Montezuma operator, working 24 hours per day – 7 days per week, if necessary, will offload every scow delivering acceptable material to the site, but the Government cannot require the Montezuma operator to offload more than 16,000 CY per production day. The Contractor shall deliver between 4000 CY and 16,000 CY of dredged material to Montezuma every production day. The Contractor will not be reimbursed for standby time if the Contractor attempts to deliver more than 16,000 CY in a production day and the Montezuma operator cannot accept the excess delivery. The Contractor will not be required to and shall not deliver dredged material to Montezuma on non-production days.

6.32.2.1 The Contractor shall position the scow (or barge) within reach of the suction boom equipment and shall provide tugboats to maneuver the scow during off-loading at the Montezuma site. The towing vessel, which transports the scow to the Montezuma disposal site, shall maneuver the scow to the off-loader and assist Montezuma personnel securing the scow to the off-loader. The towing vessel shall then move to the designated waiting area and shall wait until the off-loader empties the scow. After completion of the dredge material offloading, the towing vessel shall maneuver itself and provide assistance releasing the scow from the Montezuma off-loader and shall return the scow to the project site.

6.32.2.2 The Contractor is responsible for all damage done to the wharf structure or to the Montezuma off-loader (Liberty), caused by movement of scows or other vessels under the Contractor's control. The Contractor is also responsible for all damage caused to the off-loader, sediment pumps and pipeline caused by debris with a dimension greater than 10-inches. See Paragraph 5.7.1 Debris plan.

6.32.3 The Contractor shall coordinate the arrival of scows at the disposal site with the Montezuma operator to minimize delays in starting the offloading process.

6.32.3.1 The Montezuma operator is allowed three 24-hour downtime-days per month, which do not carry forward to the next month, and an additional seven 24-hour downtime-days for the duration of the contract.

6.32.3.2 When the Montezuma operator declares a downtime-day, the Contractor is not required to and shall not deliver dredged material to Montezuma. As long as the Montezuma operator has downtime-days for the time that dredged material cannot be accepted at Montezuma, the Contractor will not be entitled to standby costs.

6.32.4 Standby Cost. For non-downtime production-days, a delay of up to 4 hours in starting the offloading process at Montezuma will not entitle the Contractor to standby costs. For delays greater than 4 hours on non-downtime production days, or on downtime days which exceed the allowable downtime as described in Paragraph 6.3.3.1, the Contracting Officer will request a price proposal from the Contractor for standby cost.

6.32.4.1 The entitlement to standby costs ends as soon as the disposal site reports readiness to accept the disposal of dredged materials.

6.32.4.2 If the Contracting Officer directs placement of all WC material to the MHEA for the shorter term, then the Contracting Officer will request a price proposal for

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delivering material to the MHEA. The Contractor shall maintain a strict accounting of the disposition of the dredged material, i.e., how much material is delivered to where, in accordance with the approved proof of delivery method.

6.32.5 Long-term Non-Availability of the MWP Disposal Site. The Contractor shall take steps to remain productive on Montezuma downtime days, such as, delivering material to the MHEA with appropriate accounting for the dredged material, in accordance with the Contractor's paragraph 5.5.1.1.2 proof of delivery method. The Contracting Officer will request a price proposal from the Contractor for delivering all remaining WC material to the MHEA

7. DREDGING REPORTS

7.1 Dredged Sediment Report. The Contractor shall submit a Dredged Sediment Report, attached to the daily CQC report, listing the excavation and disposal or fill locations of the dredged materials. The MHEA Fill Report of Section 02315 shall be submitted for material placed in the MHEA.

7.2 Dredge Data Logging System (DDLS). The contractor shall provide a DDLS conforming to the Dredge Monitoring System Operational Requirements described in Appendix 10. The Contractor shall procure the services of a QC firm specializing in automated monitoring systems to calibrate and maintain the equipment and to perform QC verifications of the data. The DDLS and a Contractor-developed backup system shall be in place and operational prior to the start of dredging and disposal or fill operations. The Contractor shall submit the DDLS, the DDLS backup system and the qualifications of the DDLS QC firm to the Contracting Officer for approval.

7.2.1 The Contractor shall submit electronic copies of the DDLS positional data for all dredge equipment and all disposal/fill vessels utilized, on CD-ROMs with the daily CQC Report. The Contractor shall also furnish a properly licensed copy of the computer program(s), and dongle(s) if required, to playback and print all DDLS, or DDLS backup, electronic data. The Contractor shall maintain the computer program(s) for Government use until financial close out of the project. The Government will return the program(s), and dongle(s), to the Contractor when the project is financially closed out.

7.2.2 The Contractor shall electronically send dredged quantity, sediment type and GPS positional data on the dredge and disposal or fill locations for all scows (or barges) to the Government. This electronic data shall also be submitted on a CD-ROM with the daily CQC Report. The Contractor shall forward the electronic data for scows delivering material to Montezuma to the Montezuma operator.

7.3 Unsuitable Material. The Contractor shall notify the Contracting Officer if a scow (or barge) contains dredged materials that are known to be or are suspected to be unsuitable for WC disposal or fill, or for WNC disposal, depending upon the source cell sediment classification. The Government will have the required sampling and testing performed. The Contractor shall secure the scow pending completion of the sampling and testing of the sediments contained therein and pending the Government's determination of appropriate disposition.

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7.4 Dredge Material Disposal Site Log (DMDSL). The Contractor shall maintain a DMDSL using the form in Appendix 9-1. The Contractor shall email the DMDSL data to David.L.Dwinell@spd02.USACE.Army.Mil or FAX the prior week's DMDSL to the SF Engineer District, Operations Readiness Division, ATTN: David Dwinell at (415) 977-8483.

8. OVERDEPTH AND EXCESSIVE DREDGING

8.1 Overdepth. The 1-foot allowable over depth shown on the drawings, is being allowed to ensure removal of a sufficient amount of material to reach project depth and width.

8.1.1 No payment will be made for materials removed from beyond the neat line template (side slope) or the allowable over depth pay-line shown on the drawings. Over depth dredging will not be allowed in areas already at or below project depth.

8.1.2 Materials sloughing into the payment area prior to final acceptance shall be removed at no additional cost to the Government.

8.1.3 The same allowable over depth criteria applies for the WNC material except that the dredging shall be performed with an environmental bucket.

8.2 Excessive Dredging. Dredging for wetland cover (WC) and for wetland non cover (WNC) material shall not be performed below the allowable over depth. The Contractor may be subject to sanctions by Federal, State and local agencies for excessive dredging.

9. MEASUREMENT AND PAYMENT.

9.1 Mobilization and Demobilization. Payment for mobilization and demobilization will be made at the contract lump sum price for "Mobilization and Demobilization" in the schedule under which contract award is made, and in accordance with Special Clause "PAYMENT FOR MOBILIZATION AND DEMOBILIZATION". This price and payment shall be full compensation for moving all plant, labor, materials, supplies and equipment necessary to perform the dredging onto the jobsite, preparing plant and equipment ready for work, and removing same from the jobsite upon completion of the contract work.

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9.2.1 Final Measurement for Payment. Final measurement for payment of the total amount of material dredged will be made based on the cubic yards of material in-place, by computing the volume between the bottom surface shown by soundings from the Government pre-dredge survey taken before dredging and the bottom surface shown by soundings from the final Government post-dredge survey compared with the neat line template, using a Triangulated Irregular Network (TIN) computation program. This quantity shall include excavation performed within the allowable over depth limits and exclude excessive dredging as specified under paragraph "OVER DEPTH AND EXCESSIVE DREDGING".

9.2.1.1 The Contractor shall certify the Government pre-dredge and post-dredge surveys in accordance with paragraph 3.2.3 of Section 01330.

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9.2.1.2 The Contractor shall request a ~~Reach~~ Government Acceptance Survey (post-dredge) in accordance with paragraph 3.2.2.1 of Section 01330 when a Reach identified in Table 02480-1 is completed and ready for a Government acceptance inspection. Prior to acceptance all shoaling occurring in the Reach shall be the responsibility of the Contractor in accordance with paragraph 5.10. Shoaling occurring after acceptance of the Reach shall be removed in accordance with terms specified in paragraph 5.11.

9.2.1.3 If the Government finds the Reach to be unacceptable, the Contractor shall resume dredging within seven (7) calendar days and shall continue dredging until the work is completed. At that point, the Contractor shall request another ~~Reach~~ Government Acceptance Survey, which will be performed in accordance with paragraph 3.2.2.4 of Section 01330.

9.2.1.4 Acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon after having once been made will not be reopened, except on evidence of collusion, fraud or obvious error.

9.2.3 Monthly partial payments will be based on approximate quantities determined by hydrographic surveys as specified in paragraphs 3.1.2 and 3.4.1 of Section 01330. The Contractor shall present the quantity calculations and supporting survey documentation to the Contracting Officer at the Section 01320 Periodic Progress Meetings in order to assess Contractor's progress for the Periodic Project Schedule Update, which is necessary for verifying the Contractor's progress. The Contractor shall incorporate the assessed progress into the Project Schedule and into the Section 01312 RMS in order to generate a payment request report using RMS-QC.

9.2.4 Payment for dredging will be made at the applicable contract unit price.

9.3 Debris. Payment will be made for the debris tonnage verified by the weight certificates at the applicable unit price for debris.

9.4 Supporting Documentation. The Government will not begin processing a progress (or final) payment request until all supporting documentation has been received, reviewed and found to be in good order.

9.4.1 Survey Documentation. Progress Payment Survey Documentation is described in paragraph 3.3.3 and Final Payment Survey Documentation is described in paragraph 3.3.4 of Section 01330.

9.4.2 Planning Documentation. The Dredging (02480) and MHEA Fill (02315) Plans and Project Schedule (01320) shall be up-to-date with CQC Report data submitted and incorporated. The Project Schedule shall be incorporated into RMS.

9.5 The Contractor shall obtain written permission from the Contracting Officer before removing construction plant, equipment and materials from the project site. Structures and facilities prepared or erected for the prosecution of the contract work shall be maintained and shall not be dismantled and removed prior to the completion and acceptance of the entire work without the written permission of the Contracting Officer.

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SAFETY IS A TEAM EFFORT